



CLIENT LAB PARTICIPATION TERMS AND CONDITIONS

PLEASE NOTE THAT BY SUBMITTING THE APPLICATION FORM AND CLICKING "SUBMIT" TO PARTICIPATE IN THE INNOVATION OF THE CLIENT LAB, YOU AGREE TO THE BELOW TERMS AND CONDITIONS.

1. Purpose of the Forum

1.1. **Healthbridge Client Lab - Shaping the Future of Healthcare Together**

The healthcare landscape is changing rapidly. Cloud platforms open up new possibilities, regulations reshape service delivery, and AI automates knowledge work. To stay ahead, Healthbridge is investing in innovation.

1.2. **Introducing Healthbridge Client Lab:**

A collaborative space (through various Forums) where visionary healthcare providers and Healthbridge innovators unite to define the future of healthcare.

1.3. **Your Involvement in the Client Lab:**

1.3.1. **"Industry Insights":** Receive curated news, trends, and insights from South Africa and beyond.

1.3.2. **Interactive WhatsApp Group (one forum):** Discuss ideas and collaborate with fellow Client Lab members.

1.3.3. **Optional Compensated Surveys:** Share your perspectives on key topics through quick online surveys.

1.3.4. **Optional Compensated Innovation Projects:** Participate in 4-6 week projects with small cohorts, working alongside Healthbridge teams to design new products.

1.4. Healthbridge offers a range of electronic and cloud-based products and services to registered healthcare practitioners which include amongst others practice management applications for checking patient benefits, claim submission to Medical Aid Schemes/Administrators, claim reconciliation, insight reports, and clinical applications for viewing patient history and pathology results, capturing clinical notes and billing instructions and creating patient visit reminders, sick notes, prescriptions and referrals ("Healthbridge Services").

1.5. Healthbridge would like to invite You to participate and assist Healthbridge in the Purpose of Engagement. The scope and duration of the engagement will be addressed separately with You in a written communication furnished by Healthbridge.

2. Definitions

2.1. **"Forum"** means the communication channels, including the social media site/platform / or communication channel such as WhatsApp made available by Healthbridge for purposes of the Client Lab.

2.2. **"Healthbridge"** means Healthbridge a division of Tradebridge (Pty) Ltd with registration number 1996/008411/07 duly incorporated in terms of Company Laws of the Republic of South African and shall include any and all of the subsidiaries or affiliates thereof.

2.3. **"You"** means you who has completed an online application and consent form and is a participant of the Client Lab.

2.4. **"Purpose of Engagement"** means the engagement with You for collaboration purposes for the design and validation of a Healthbridge solution as may be introduced from time to time by Healthbridge.

2.5. **"Purpose of Engagement Termination"** means the date on which Healthbridge may terminate a specific Purpose of Engagement.

2.6. **"Confidential Information"** means all and any information or data in whatever form relating to Healthbridge and/or to any third party to which Healthbridge owes a duty to keep confidential which by its nature or content is identifiable as, or could reasonably be expected to be, confidential and/or proprietary to Healthbridge, including but not limited to technical, scientific, commercial, financial or market information, know-how or trade secrets, Intellectual Property information in any form products ranges, cost prices, selling prices, systems and process information, strategic business information, customer information, business purchase and sale information, software information.

2.7. **"Intellectual Property"** means any copyright works, patents, designs, inventions, trademarks, trade name, service marks, tables, and compilations of data which are created, invented and/or developed, registered or unregistered.

- 2.8. **"Personal Information"** means personal information as defined in POPIA.
2.9. **"POPIA"** means the Protection of Personal Information Act, No 4 of 2013.

3. You acknowledge that:

- 3.1. The Confidential Information is commercially valuable, special and a unique asset of Healthbridge.
3.2. Healthbridge may suffer substantial economic and other loss in the event of such Confidential Information being disclosed or used otherwise than in accordance with this Agreement.
3.3. The Confidential Information is not proprietary to You and by making same available to You on the Client Lab does not transfer any rights in such Confidential Information to You, whatsoever.
3.4. The Confidential Information may only be utilised in accordance with these Terms and Conditions.

4. Grant of rights

- 4.1. To enable you to participate in the Client Lab, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable and revocable right to permit You to access and use the Client Lab via the Forum solely for Purpose of Engagement and subject to these Terms and Conditions.

5. Your use of the Client Lab

- 5.1. You agree to:-
5.1.1. treat and safeguard the Confidential Information as strictly private, secret and confidential and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss and/or unauthorised access;
5.1.2. use the Confidential Information for only the Purpose of Engagement;
5.1.3. return to Healthbridge all Confidential Information or destroy same on Purpose of Engagement Termination.
- 5.2. You agree that you will not or allow any third party directly or indirectly to (or attempt to):
5.2.1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Confidential Information outside the Forum. Any copies shall be and remain the property of Healthbridge;
5.2.2. disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever;
5.2.3. reverse compile, disassemble, reverse engineer or otherwise modify, adapt, alter or vary the whole or any part of the Confidential Information; or
5.2.4. build a product or service which competes with Healthbridge or obtain a commercial or other advantage over Healthbridge.
5.2.5. redistribute any User Content that you may have access to on any of our Forums.
- 5.3. You agree not to participate directly or indirectly, in any capacity, in similar initiatives to that of the Purpose of Engagement, conducted by competitors of Healthbridge, for a period of (12) twelve months from the completion of any Purpose of Engagement.
- 5.4. In the course and scope of Your and other users access and use of the Client Lab certain inventions, discoveries, concepts, new processes, new works or designs or improvements to procedures, and/or other intellectual property ("the works") may be formed/developed. You understand and agree that the purpose of the Client Lab is for Healthbridge to be able to use and/or adapt the works for the purposes of providing enhanced services to You and other Healthbridge Clients. In light hereof, you hereby agree to the assignment of rights and title to the works to Healthbridge, without compensation to You, unless otherwise agreed to in writing. Where assignment of such rights are not possible you hereby grant Healthbridge and any of its affiliates an exclusive, perpetual, royalty, irrevocable license to use said contributions.

6. Uploading Content to the Forum

- 6.1. Whenever you make use of the Client Lab that allows you to upload content (including but not limited to textual, visual – or audio content and information) ("**User Content**") for Engagement Purposes, you must comply with the content standards as set out in Clause 6 and Clause 7.
- 6.2. You represent and warrant that:
6.2.1. You either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents

and releases necessary to grant Us the license to the User Content as set forth under these Terms and Conditions;

- 6.2.2. neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 6.2.3. any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we or any third party suffer as a result of your breach of warranty.
- 6.3. You retain all of your ownership rights in your content. However, by providing User Content to Healthbridge, you grant Healthbridge a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, incorporate, modify, create new works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content (including but not limited to recommendations, suggestions, feedback, know-how, enhancement requests, specifications, concepts, processes or techniques) in all formats and distribution channels now known or hereafter devised (including in connection with our services and our business and on third-party forums and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.
- 6.4. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Forum constitutes a violation of their intellectual property rights, or of their right to privacy. We will notify you as soon as reasonable possible on receipt of such third-party claim.
- 6.5. We have the right to remove any posting you make on our Forum if, in our opinion, your post does not comply with the content standards set out below.
- 6.6. The views expressed by other users on our Forum do not represent our views or values.
- 6.7. You are solely responsible for securing and backing up your content.
- 6.8. You agree to use other Client Lab User Content in a similar way as You would expect us to use Your user Content.

7. Content Standards

- 7.1. The following content standards apply to any and all User Content which you contribute to the Client Lab via the Forum(s).
- 7.2. *The Contributions must be:*
 - 7.2.1. Be accurate (where You state facts). Certain User Content is not reviewed.
 - 7.2.2. Be genuinely held (where they state opinions).
 - 7.2.3. Comply with applicable law in the Republic of South Africa and in any country from which they are posted or from where they have been obtained.
- 7.3. *The Contributions must not:*
 - 7.3.1. Contain any material which is defamatory of any person;
 - 7.3.2. Contain any material which is obscene, offensive, hateful or inflammatory;
 - 7.3.3. Contain any disruptive programming or viruses;
 - 7.3.4. Promote sexually explicit material;
 - 7.3.5. Promote violence;
 - 7.3.6. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 7.3.7. Infringe copyright, database right, or trademark of any other person (you must have the right to upload the User Content);
 - 7.3.8. Be likely to deceive any person;
 - 7.3.9. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 7.3.10. Promote any illegal activity;
 - 7.3.11. Be likely to harass, upset, embarrass, alarm, or annoy any other person;
 - 7.3.12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - 7.3.13. Advocate, promote, or assist any unlawful act such as (by way of example only) copyright infringement

or computer misuse.

7.4. **IMPORTANT:**The Client Lab is not intended for support queries or complaints related to Client Lab or any other Healthbridge services. For any "Operational Issues," please use the appropriate channels—if you're unsure, you can email us at csc@healthbridge.co.za or call 0860 200 222. We will strictly enforce this policy to keep the Client Lab focused on addressing the big questions that will shape the future.

7.5. In the interest of upholding the Client Lab us standards when it comes to etiquette, we ask you to abstain from interacting with user-submitted content that you do not find to your liking, rather than engaging in active disparagement of content you disapprove of.

8. Duration and Termination

8.1. Subject to clause 8.2 below, these Terms and Conditions shall apply from acceptance of your application to participate in the Client Lab to the last date of your participation in any of the Purpose of Engagements.

8.2. We may immediately suspend your access to, or remove You from, any Forum if you breach any of these Terms and Conditions.

8.3. The Client Lab is made available for free. Accordingly, we may withdraw, suspend or restrict Your access to the Client Lab (any Forum we use).

8.4. We do not guarantee that the Forum we use, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Client Lab for business and operational reasons or because You are in breach of any of our Terms and Conditions. We will try to give you reasonable notice of any suspension or withdrawal however we are not required to do so. If we withdraw, suspend or restrict your access to our site that may also apply to content uploaded by you.

9. Remuneration

9.1. Where we may invite you to participate in certain Purpose of Engagements against a remuneration, remuneration shall be subject to You attending to all activities and contributing to the Client Lab as requested by us. Your remuneration shall be to an electronic transfer to your designated account.

10. Protection of Personal Information

10.1. Personal Information will be handled under Healthbridges' Privacy Policy, and in compliance with the applicable laws.

10.2. Unless otherwise stated under the Healthbridge Privacy Policy, the following Personal Information will be made available to the Forum, for Engagement Purposes only:

10.2.1. Forum – Whatsapp: Your name and Your Cell Number of You.

10.2.2. Forum – Google Meet: Your name

10.3. BY PARTICIPATING IN THE CLIENT LAB YOU AGREE TO THE PROCESSING OF YOUR PERSONAL INFORMATION FOR PURPOSES OF THE PURPOSE OF ENGAGEMENT.

10.4. Should You wish to leave the Client Lab at any time, Healthbridge undertakes to remove the aforementioned personal information of Yours from the relevant Forum.

11. Statement on Possible Conflict of Interest

You are required to state in the application form, if you or a close friend/family member or health practitioner you practice with has any material interest in or stands to derive a benefit from a competitor of Healthbridge i.e. that offers the same or similar products or services to registered health practitioners as that of Healthbridge.

12. General

12.1. **Amendment to these Terms and Conditions:** We may at any time amend these Terms and Conditions without notice. You are responsible for reviewing these Terms and Conditions on each occasion that you visit the Client Lab, and if you continue to use the Client Lab (via whatsoever Forum) after the changes are made, you are deemed to have accepted the amended Terms and Conditions. Where amendments to these Terms and Conditions may result in limitation of your rights we will where reasonably possible notify you in advance in writing.

12.2. **Transfer/Assignment:** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens